



# FOREST SERVICE MANUAL CHIPPEWA NF (REGION 9)

CASS LAKE, MN

## FSM 7700 – TRANSPORTATION SYSTEM

### CHAPTER 30 – OPERATION AND MAINTENANCE

**Supplement No.:** R9 Chippewa 7700-2010-1

**Effective Date:** 02/12/2010

**Duration:** This supplement is effective until superseded or removed.

**Approved:** ROBERT M. HARPER  
Forest Supervisor

**Date Approved:** 01/07/10

**Posting Instructions:** Supplements are numbered consecutively by Handbook number and calendar year. Post by document; remove the entire document and replace it with this supplement. Retain this transmittal as the first page(s) of this document. The last supplement to this manual was 7700-2004-1, to Chapter 30.

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|--|-------------------------|----------|
| <b>New Document</b>  | R9 Chippewa 7700-2010-1 | 11 Pages |
| <b>Superseded Document(s)<br/>(Supplement Number and<br/>Effective Date)</b> | R9 Chippewa 7700-2004-1 | 11 Pages |

**Digest:** In order by code, summarize the main additions, revisions, or removal of direction incorporated in this supplement.

7730 - 5 Year Currency Review: Re-issues Chippewa NF Supplement - 7731.16 has been re-coded to 7731.17. Reissued with number change

7731 – Adds Exhibit 1 and updates supplement to reflect Commensurate Forest Road Agreement between USDA forest Service and State of Minnesota Department of Natural Resources

7731.17 – Updates haul rates charged in Road Use Permits, rates changed to meet current Road Agreement between US Forest Service and the State of Minnesota.

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**7731.17 - Permits**

7731.17 – Issuance of Road Use Permits. Road use permits shall be issued for the use of National Forest system roads for commercial hauling. They will also be issued for the maintenance of roads to non-National Forest lands for noncommercial use. Permits will be prepared and issued by the District Ranger on the district where the use originates. No administrative charge will be made to issue the permit.

National Forest system roads include roads, which are maintained by the Forest Service and those, which are presently maintained under permits.

1. Non-National Forest Commercial Use. (Use form FS-7700-41) Permits will be issued to the timber purchaser who hauls timber from non-National Forest lands.
  - a. On local roads, used exclusively by the purchaser, the purchaser shall perform the maintenance. On mixed traffic roads, where permitted by the Forest Service, the hauler may perform the maintenance or deposit funds with the Forest Service to cover the cost of maintenance, commensurate with the hauler's use. The Forest Service may pay the hauler to perform the Forest Service maintenance. No fund reimbursement will be required on mixed traffic roads on timber sales of less than two hundred (200) cords.
  - b. \$ The rate per mile shall be twelve cents (\$0.12) per cord mile for crushed aggregate and bituminous roads and/or six cents (\$0.06) per cord mile for un-surfaced or native material surfaced roads up to a maximum of ten miles per haul. No price differentiation will be made for class of road or season of use.
  - c. Commensurate fees shall be paid in advance and, for timber haul, can be paid on each block as opened. Such payment shall not be less than 200 cord minimum or the volume of the block (if less than 200 cords). Road damage is beyond the scope of maintenance, and the party causing the damage must repair it. The above policy applies to all non-National Forest commercial use except for State DNR Timber Sales. The method of compensation agreed to with the Minnesota DNR is as follows. Purchasers of State timber to be hauled on National forest Roads will be issued a Road Use Permit and the State will be billed annually on a calendar year basis for the haul at a rate of twelve cents (\$0.12) per cord mile for crushed aggregate and bituminous roads and/or six cents (\$0.06) per cord mile for un-surfaced or native material surfaced roads. There shall be no charge for transporting less than 200 cords or 100 Mbf of timber or for unloaded vehicles (See Exhibit 1 - Agreement # R9-9-99-CA-37).

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d. **Other Commercial Use – Issue Road Use Permits.** On mixed traffic roads, the haul rate will be \$ 0.12 (ten cents) per cord/mile for crushed aggregate and bituminous roads and/or six cents (\$0.06) per cord mile for un-surfaced or native material surfaced roads or \$0.05 (five cents) per ton mile for crushed aggregate and bituminous roads and/or \$0.03 (three cents) per ton mile for un-surfaced or native material surfaced roads. A maximum haul of 10 (ten) miles will be charged after which no charge for hauling will be assessed. No reimbursement will be required on timber sales of less than two hundred (200) cords. Generally, signing (commercial hauling by permit only) will not be placed on all roads on which collections are to be made, but rather will be located at strategic locations or problem locations. The public will be informed through various media.

2. **National Forest Commercial Use.** On Forest development roads, the timber purchasers are responsible for the road maintenance, through either performance or payment, required because of their operations. The Forest Service is responsible for maintenance required because of public and administrative use. When a road that is to be constructed under the timber sale contract is involved, the responsibility for all maintenance and control of traffic remains with the operator until the Forest Service accepts the road. The exception to this rule is when the specified road involves reconstructing a road with established public use. In this case, the responsibility to control traffic remains with the Forest Service.

- a. On local roads, used exclusively by the purchaser, the purchaser shall normally have the option of performing maintenance or depositing funds with the Forest Service to cover the cost of maintenance. On mixed traffic roads, the purchaser will normally be required to deposit funds with the Forest Service to cover the cost of maintenance, commensurate with the purchaser's use.
- b. The amount to be deposited shall be determined on a case-by-case basis considering the type, condition, and length of road and the volume to be hauled.
- c. If it is not feasible to calculate the amount to be deposited, the method shown below may be used:

**NOTE:**

Class 1 roads are those that have a pit run, crushed aggregate or bituminous surface.

Class 2 roads are those that are un-surfaced.

Class 1 Roads: \$0.24 (twenty four cents) per CCF per mile.

Class 2 Roads: \$0.11 (eleven cents) per CCF per mile.

The same rates apply throughout the year, with no differentiation being made between frozen and non-frozen road use.



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3. Non-Commercial Use. Upon completion of the required work, all permits for construction of roads shall automatically be converted to road use permits if there is a need for future maintenance. This process will begin when an inspection report and request are received in the Supervisor's Office (SO). The term of these permits will normally be five (5) years and the permits will be free of charge. All permits must be inspected during the life of the permit and prior to re-issuance.

Road use permits will be issued for snowplowing of National Forest roads, which have been constructed with drainage and/or surfacing. The term of the permit will normally be one winter season except in the case of recurring use where the term could be up to a maximum of five years. The following requirements will be included in the permit:

- a. The entire road surface including turnouts will be plowed.
- b. Plowing equipment must have skid shoes.
- c. Gravel surfacing must not be plowed off the roadway.

Road use permits to snowplow for public use will not be required of other government agencies.

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**17 - Exhibit 1**

form FS-7700-41  
**COMMENSURATE FOREST ROAD AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
AND  
STATE OF MINNESOTA**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1999,  
between the U.S. Department of Agriculture, Forest Service, Chippewa National Forest and  
Superior National Forest, hereafter the "FOREST SERVICE," and the State of Minnesota, by  
and through its Department of Natural Resources, hereafter the "DNR."

**RECITAL**

The purpose of this Agreement is to provide for the cooperative planning and maintenance of  
state and federal forest roads and for commensurate road use compensation to each party for the  
forest roads under the jurisdiction of the parties within the boundaries of the Chippewa National  
Forest and Superior National Forest, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C.  
205, and the regulations issued by the Secretary of Agriculture and Minnesota Statutes Sections  
84.024, subd. 7, and 89.71 (1996).

The parties to this Agreement intend to cooperate as follows:

1. Identification of National Forest Development Roads (Forest Service Roads) and DNR State Forest Roads (DNR Roads) located within the boundaries of the Chippewa National Forest and the Superior National Forest providing access under the existing Reciprocal Access Agreement between the parties. Each party shall provide to the other party a list and map of its forest roads within these two National Forests.
2. To hold formal meetings and informal consultation between the parties on a regular basis concerning the Forest Service and DNR Roads issues, including:
  - a. Identification of Roads
  - b. Establishing maintenance plans for the forest roads, including assignment of maintenance responsibility.

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**17 - Exhibit 1-Continued**

- c. Provide for future cost sharing agreements when a road under the jurisdiction of one party is financed in whole or in part from funds or resources from the other party.
- d. Provide for acquiring of right-of-way easements over the land of the other party to improve existing or established new forest roads under the Reciprocal Access Agreement.
- e. Provide for commensurate road use compensation.

NOW, THEREFORE, the parties agree as follows:

**0.1. Commensurate Road Use Compensation.**

- a. Compensation Formula For Timber. Compensation for road use for the transportation of timber shall be calculated by multiplying the rate per mile times the appraised volume in cords of timber times the number of miles the timber is to be transported on the forest road, up to a maximum of \$1.75 per cord. For conversion, 1 Mbf (1,000 board feet) equals 2 cords; 1 cord equals 0.5 Mbf. The rate per mile shall be twelve cents (\$0.12) per cord mile for crushed aggregate and bituminous roads and/or six cents (\$0.06) per cord mile for unsurfaced or native material surfaced roads. There shall be no charge for transporting less than 200 cords or 100 Mbf of timber or for unloaded vehicles.
- b. Calculations and Payment. The Forest Service shall calculate compensation due each party for each party's use of the roads covered by this Agreement using the Compensation Formula and shall provide a quarterly report of the compensation due to DNR. In addition, an annual compensation billing shall be issued and provided to DNR within ninety (90) days after the end of each calendar year. All records shall be kept in such a manner as to permit verification of the billing by DNR.
- c. Calculation on Termination. The Forest Service shall calculate compensation due the parties upon termination of this Agreement, unless another agreement is in place, which shall include road use for timber sold prior to the termination date but not transported. This report shall be issued and provided to DNR within ninety (90) days after the termination date.



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**0-2 Forest Service Use Permit**

a. List of Timber Sales. The DNR shall on a periodic basis submit to the Forest Service at the appropriate forest supervisor's office, a list of all awarded DNR timber sales within each National Forest boundary, which shall include information on appraised timber volume sold, sale location, and purchaser's name and address.

b. Issuance of Use Permits. The DNR timber sale permit form shall contain a provision that requires the purchaser to obtain a road use permit, in the purchaser's name, from the Forest Service on all sales whenever a Forest Service Road is used for transporting timber. The DNR shall have the option of obtaining a road use permit in its own name from the Forest Service, which may be assigned to a purchaser of DNR timber. The Forest Service shall issue the road use permits free of charge at its district office where the transportation originates. The purchaser shall notify the Forest Service district office of the transportation route that will be used to transport the timber from the DNR land to a public road.

0.3. Road Damages. The purchasers of timber from Forest Service and DNR lands shall be responsible to the affected party for any damages to a road under its jurisdiction. Neither party shall be responsible to the other party for road damages caused by a purchaser of timber from its land.

0.4. Purchasers - Not Agent.

Nothing in this Agreement shall be construed to make a purchaser of timber from Forest Service or DNR land an agent of either party. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the Forest Service.

0.5. Timber Sales Affected.

All new Forest Service and DNR timber sales awarded after the effective date of this Agreement shall use the Compensation Formula described in this Agreement. Sales awarded between October 1, 1995 and the effective date of this Agreement, shall use the Compensation Formula described in Memorandum of Understanding #R9-09-84-0040, Supplemental Agreement #20. The road compensation amounts under this Agreement and the said Memorandum of Understanding shall be combined.

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**17 - Exhibit 1-Continued**

**0.6. Qualified Forest Roads.**

A list of Forest Service and DNR roads, or portions thereof, which qualify under this Agreement is attached as Schedule A, and is incorporated herein. Schedule A may be modified in writing by the parties to provide for adding or deleting roads, or portions thereof, or to improve the legal description of a road, or portion thereof. Each modification shall be in writing and executed by the parties. The modification shall state the effective date of the change. Any such change shall be reflected in a Revised Schedule A, which shall contain an effective date.

**0.7. Maintenance Plans.**

- a. Annual cooperative maintenance plans for any road listed on Schedule A shall be discussed and agreed upon at the annual meeting of the parties. The annual cooperative maintenance plans shall be in writing and shall assign maintenance responsibilities or particular elements of maintenance to the parties.
- b. The maintenance standard shall be to preserve and keep the road, including related structures and facilities, as close to its original condition, as constructed or reconstructed.
- c. Annual cooperative maintenance plans may be changed during the term of a plan by written agreement by the parties.

**0.8. Cost Share Agreements.**

When improvements to a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction over the road, the parties intend to enter into a cost share agreement to provide for the road improvement and its financing. A cost share agreement is not required for improvements by a party over a road or portion thereof, over which the party is not seeking contributions from the other party. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.



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**17 - Exhibit 1-Continued**

**0.9. Acquisition of Right-of-Way**

- a. When a party acquires an easement or interest in land from a third party to improve or construct a road listed in Schedule A, said interest shall be adequate to meet the transportation needs of both parties. Said interest shall be obtained in the name of the party having jurisdiction over the road and shall not contain any restrictions, limitations, or prohibitions affecting the other party's use of the road, without the consent of the other party.
- b. The cost for acquiring such interest in land for road right-of-ways shall be the sole expense of the acquiring part.
- c. When a party wishes to acquire an easement or interest in the other party's land that permits the construction or improvement of a road under the party's jurisdiction, said interest shall be acquired pursuant to the Reciprocal Access Agreement.

**0.10. Annual Meeting and Continuing Consultation.**

- a. The parties intend to meet at least annually to review road matters covered by this Agreement and to agree upon actions to implement this Agreement, including:
  1. Approval of changes to the roads listed in Schedule A;
  2. Approval of annual maintenance plans, including road closures and gates;
  3. Approval of cost share agreements for road construction or reconstruction projects;
  4. Review commensurate road use reports and credits.
- a. In addition, it is the intent of the parties to have continuing consultations between the annual meetings for discussing and resolving road issues of mutual concern.

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**17 - Exhibit 1-Continued**

- b. The responsibility for making arrangements for the annual meetings and for the continuing consultations shall be upon the Road Maintenance Engineers for the Chippewa and Superior National Forest for the Forest Service and the respective Area Forest Supervisor for the Minnesota Department of Natural Resources.

0.11. Audit.

The books, records, documents, and accounting procedures and practices of the parties relevant to this Agreement shall be subject to an examination and audit by the parties.

0.12. Modification and Termination.

- a. This Agreement may be amended by the mutual consent of the parties in writing.
- b. This Agreement may be terminated by either party upon at least sixty (60) days prior written notice to the other party.
- c. Termination of this Agreement shall not affect the right to use the roads by purchaser of timber sold prior to the termination date of this Agreement.

0.13. Term of Agreement.

This Agreement shall be effective upon the date of the final signature by the State of Minnesota, pursuant to Minn. Stat. Section 16B.06, subd. 2, and shall terminate five years after that date, unless terminated earlier by the parties as provided herein.

0.14. Funds.

Nothing herein contained shall be construed to obligate the Forest Service or the DNR beyond the extent of available funds appropriated, allocated, or programmed or contrary to applicable laws, rules, and regulations.

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**17 - Exhibit 1-Continued**

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers intending to be bound.**

**STATE OF MINNESOTA  
Department of Natural Resources**

\_\_\_\_\_  
**XXXXXXXXXXXX**  
**Commissioner of Natural Resources**

**Date:** \_\_\_\_\_

**U.S. DEPARTMENT OF AGRICULTURE -FOREST SERVICE**

\_\_\_\_\_  
**XXXXXX**  
**Forest Supervisor**  
**Chippewa National Forest**

**Date:** \_\_\_\_\_

**Approved as to Form and Execution**

\_\_\_\_\_  
**XXXXXXXXXX**  
**Assistant Attorney General**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Department of Administration**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Department of Finance**

**Date:** \_\_\_\_\_



